

PETITION: EVICTION CASE

Cause No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Plaintiff(s)/Landlord(s)  
v.  
\_\_\_\_\_  
\_\_\_\_\_  
Defendant(s)/Tenant(s)

§  
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§  
§  
§

In the Justice Court  
Precinct 2  
County of Kaufman  
State of Texas

Total Monthly Rent
\$ _____
IF Government Subsidy
Subsidy Amount
\$ _____
Tenant's Portion
\$ _____

COMPLAINT: Plaintiff hereby sues the above-named Defendant for eviction from the following premises (including storerooms and parking areas) located in the above-named precinct. The address of the property is:

Street Address Unit No. (if any) City State Zip

SERVICE OF CITATION(S): Service is requested on Defendant(s) by personal service at home or work, or by delivery to a person over the age of 16 years at the Defendant's usual place of residence. If required, Plaintiff requests alternative service as allowed by the Texas Rules of Civil Procedure. Home or work addresses other than the premises in this county where the Defendant(s) may be served are:

Location Name and Street Address Unit No. (if any) City State Zip

Plaintiff knows of no other home or work addresses of Defendant(s) in this county.

PLAINTIFF ALLEGES THE FOLLOWING GROUNDS FOR EVICTION:

- UNPAID RENT. Defendant(s) failed to pay rent for the following period(s): \_\_\_\_\_. The amount of rent claimed as of the date of filing is: \$ \_\_\_\_\_. Defendant  has or  has not been late/delinquent in paying rent before the month in which notice was given.
- HOLDOVER. Defendant(s) are unlawfully holding over by failing to vacate at the end of the rental term or periodic tenancy.
- EXPIRATION OF TENANCY AT WILL OR BY SUFFERANCE. Defendant(s) had no lease agreement and have failed to vacate the premises after being given a termination notice, if applicable, and a demand to surrender possession.
- SQUATTER. Defendant(s) never had a right to possess the property and are unlawfully occupying the premises after a demand to surrender possession. Plaintiff  has or  has not attached a Motion for Summary Disposition under Rule 510.10.
- OTHER LEASE VIOLATIONS. Defendant(s) breached the terms of the lease (other than by failing to pay rent) as follows: \_\_\_\_\_.

PRE-SUIT NOTICE: Plaintiff has given Defendant(s) a  notice to vacate  notice to pay or vacate (according to Property Code § 24.005(f-3) or (f-4)) and demand for possession. Such notice was delivered on \_\_\_\_\_, 20\_\_\_\_ by the following method(s): \_\_\_\_\_.

ATTORNEY FEES: Plaintiff  will be or  will not be seeking applicable attorney's fees.

IMMEDIATE POSSESSION BOND: If Plaintiff has filed a bond for immediate possession, Plaintiff requests that: (1) the court set the amount of the bond; (2) the court approve the bond; and (3) proper notices are given to Defendant(s).

RELIEF: Plaintiff requests that Defendant(s) is served with the citation and that Plaintiff is awarded a judgment against Defendant(s) for: possession of the premises, including removal of Defendant(s) and Defendant's possessions from the premises, unpaid rent, if set forth above, attorney's fees if applicable, court costs, and interest on the above sums at the rate stated in the lease, or if not so stated, at the statutory rate for judgments.

\_\_\_\_\_  
Printed Name of Plaintiff

I give my consent for any filings, pleadings or notices to be sent to my email address which is: \_\_\_\_\_

SWORN to and SUBSCRIBED before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
X  
Signature Plaintiff, Authorized Agent, or Attorney  
(If Attorney) Bar Card Number \_\_\_\_\_

\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Phone Number Fax Number

\_\_\_\_\_  
Notary Public or Clerk of the Justice Court